



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
MEDICAL ASSISTANCE ADMINISTRATION
Division of Program Support

ELECTRONIC DATA TRANSFER AGREEMENT

Provider Name:			Medicaid Provider Number:
Provider Street Address:			Medicaid Submitter Number:
City:	State:	Zip Code:	Telephone Number:

All electronic billing specifications, as from time to time amended, shall be met for every entry submitted. A copy of such procedures may be requested at any time from the Department of Social and Health Services Medical Assistance Administration Division of Program Support (DPS). DPS agrees to supply the provider with any amendments to these specifications within a reasonable time prior to the time such amendments or changes to the procedures shall go into effect.

The provider and/or his agents shall be responsible for total compliance with said electronic billing specifications. Any change in the provider's data processing agent (submitter or intermediary) shall be preceded by a thirty (30) day written notice to DPS.

The provider and/or intermediary shall provide, upon the request of the state, supportive documentation to ensure that all technical requirements are being met. Examples of supportive documentation include, but are not limited to program listings, tape dumps, flow charts, file descriptions, accounting procedures, and the like.

The provider shall continue to be ultimately responsible for the accuracy and truthfulness of all Medicaid data submitted for payment. Nevertheless, the provider, if he selects a data processing agent to submit Medicaid data directly, must give legal power of attorney to that agent in order that the agent might act as a submitter of Medicaid data in behalf of the provider.

The provider acknowledges that the following provider's certification statement, under which he endorses warrants in payment of Medicaid services, applies to all services he provides regardless of the method of submission to the Department of Social and Health Services:

"I hereby certify under penalty of perjury that all goods and/or services rendered have been provided without discrimination on the grounds of race, creed, color, national origin or the presence of any sensory or mental handicap; that the services listed were medically indicated and necessary to the health of this patient.

I understand in endorsing or depositing this warrant that payment will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws."

Provider assumes sole responsibility for on-site security; including, but not limited to access and use of digital certificate technology and data files as required by the State of Washington and acknowledges penalties and/or sanctions may be levied by the State of Washington to ensure proper use and care.

It is expressly understood that DPS may reject an entire submission at any time for failure to comply with the "Electronic Billing Specifications" as in effect pursuant to paragraph number one or for any other valid reason.

The provider agrees that this election does not in any way modify the requirements of the policies and procedures or services, except as to Medicaid data submission methods.

The department and the provider agree that this document may be amended by mutual consent of the contracting parties at any time. Such amendments must, however, be in writing and must be signed by the authorized representatives of the contracting parties. This agreement shall not be verbally amended.

The provider agrees to submit to the Department of Social and Health Services or its authorized agent, upon request, sufficient documentation to substantiate the scope and nature of services provided for Medicaid data submitted and for which reimbursement is claimed.

The provider shall inform the Division of Program Support where source data will be maintained. DOCUMENTS SHALL BE MAINTAINED AT THE FOLLOWING ADDRESS:

Requirements for retention of source documents are as follows:

If Medicaid data is transmitted to the intermediary by paper, either the intermediary or the provider must maintain the documents transmitted for a period of six (6) years. Microfilm or microfiche copies may be maintained in place of original documents provided they meet the requirements of RCW 5.46.010.

-or-

If Medicaid data is transmitted electronically to the intermediary, the intermediary must maintain the electronic file containing the claim information as received for a period of six (6) years.

Whichever option is chosen, the provider must be able to readily locate any Medicaid data for audit purposes given claim medical record number or given patient name and birth date, date of service(s), and date processed by DPS.

All regulations and requirements regarding audit trails and supporting data retention are applied equally to electronic and paper claims.

The provider acknowledges and accepts responsibility for the provisions of 42 USC Section 1320a-7b pertaining to fraud.

The provider and the department agree that each party to this agreement shall have the right to unilateral termination of their agreement upon delivery of written notice of termination by the other party. The effective date of such termination shall be no sooner than thirty (30) days from the receipt of the notice of termination.

Should, during the course of a Federal or State audit or investigation, documentation of the existence, nature and scope of the services pertaining to a Medicaid data submission be requested, the provider shall provide such documentation as requested or produce such for examination and copying, all within thirty (30) days from the receipt of a written request from the Department of Social and Health Services. Should the provider fail to provide or produce such documentation within the said thirty (30) days, the provider shall remit to the department the amount of medical assistance previously paid pertaining to the Medicaid data submission for which documentation has been requested. Should such remittance to the department not be made within thirty (30) days after a written demand is made therefore and received by the provider, the department is hereby authorized by the provider to deduct from the amount of medical assistance which may otherwise be due or become due to the provider, the amount previously paid on such Medicaid data submission for which documentation has been sought.

Notices pursuant to this agreement shall be given as follows:

Division of Program Support
Medical Assistance Administration
PO Box 45562/MS 5562
Olympia WA 98504-5562

This agreement shall be enforced in accordance with the laws of the State of Washington and the provider's election to submit claims electronically shall not in any way modify the provider's or the department's limited obligations as set forth in the Core Provider Agreement between the department and the provider then in effect except as to the specific procedures provided for in this agreement.

This _____ day of _____

(Provider Signature)

TO BE COMPLETED BY DEPARTMENT OF SOCIAL AND HEALTH SERVICES PERSONNEL	
Accepted for electronic claims submission by the Department of Social and Health Services:	
Signature:	Title:
Date:	Submitted ID Number Assigned: